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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

In re: Demetrios Papageorgiou : Chapter 13
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Debtor(s) : Case No.: 24-10004

**MOTION OF THE FIRE HOUSE, INC. FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO 11 U.S.C.S. § 362**

The Fire House, Inc., (the "Movant", "Fire House") by and through its attorney, Ralph J. Bellafatto, hereby moves this Honorable Court for an Order pursuant to 11 U.S.C. § 362(d) granting the Movant relief from the automatic stay, and in support thereof avers:

I. JURISDICTION

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 362. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (G).
2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and/or 1409.
3. The statutory basis for the relief requested herein are 11 U.S.C. §§ 105, 361 and 362(d).

II. BACKGROUND

4. Movant Fire House is a creditor and landlord of the debtor and a business corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business office at 17 Lime Kiln Road, Bloomsbury, NJ 08804.

5. The Debtor is Dimitrios Papageorgiou, an individual residing at 2829 Queen Avenue, Easton, PA 18045.

6. The Debtor is co-tenant, along with his son, Evangelous Papageorgiou, leasing commercial property at 1550 Sullivan Trail, Easton, PA 18040, from Movant, where they operate

a restaurant business t/a Richard's Drive-in. Both are jointly and severally liable for all obligations under the lease.

7. Inter alia, the lease provides for a term of 10-years commencing on September 1, 2018, with base rent after the first two years in the amount of \$2,000.00 per month, in addition to operating expenses, property taxes, and other obligations.

8. On or about August 23, 2023, after a long history of inconsistent, late and incomplete payments resulting in outstanding arrearages and other non-monetary defaults, Fire House filed a commercial eviction action in the Court of Common Pleas of Northampton County at term number C-48-CV-2023-6254 ("the eviction action"), against both debtor and the co-tenant seeking recovery of past monetary sums due in the amount of \$69,689.03 plus additional accrued interest and attorney's fees per the terms of the lease, as well as for recovery of possession of the leased premises. A true and correct copy of the eviction action is attached hereto as Exhibit A.

9. Neither debtor or co-tenant has made any monetary payments of rent, taxes or interest since August 23, 2023. This non payment continues through the filing of this Motion.

10. The eviction action was scheduled to commence non-jury trial on January 22, 2024 at the time that the debtor filed the instant Bankruptcy Petition on January 2, 2024.

11. The resulting automatic stay has suspended all proceedings on the eviction action against both debtor and the co-tenant since that time, and both debtor and co-tenant remain in possession of leased premises and are paying no rent to Fire House whatsoever.

12. Total monetary arrearages as of January 1, 2024 total \$37,000.00 for back rent, \$51,512.50 for back taxes, plus late charges, interest and attorney's fees per the terms of the lease.

13. By comparison, Debtor's bankruptcy plan identifies only \$69,689.00 in unsecured claims for Firehouse and indicates that even that amount is disputed. Debtor has rejected the commercial lease under part six(6) of his recently filed reorganization plan.

14. Movant has no recourse against debtor as the automatic stay prohibits a party from commencing or continuing legal action against the debtor without Court authority. Similarly the automatic stay is preventing Fire House from pursuing recourse against the co-tenant, and landlord's damages continue to accrue.

15. The Movant is entitled to relief from the automatic stay for cause, including, the lack of adequate protection of the Movant's interest, inter alia, as the Movant is prohibited from proceeding against debtor and the co-tenant due to the automatic stay.

16. By reason of the foregoing, the Movant is entitled to immediate relief from the automatic stay imposed by 11 U.S.C. § 362(a) to take such actions as are accorded a creditor of the debtor.

WHEREFORE, for the foregoing reasons, the Movant respectfully requests that this Court enter an Order: (a) vacating and terminating the automatic stay as to Movant with respect to the pending eviction action; (b) allowing Movant to take such actions and remedies as are permitted under the lease, and applicable Pennsylvania law; (c) waiving the fourteen (14) day stay pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3); and (d) granting such other and further relief as this court may deem just and proper.

Respectfully submitted,

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